

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, THE DEPARTMENT OF SOCIAL AND HEALTH
SERVICES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

Due to the 6.287% across the board cuts, the Department of Social and Health Services is implementing temporary layoffs in accordance with Article 34.6B of the parties' 2009-2011 collective bargaining agreement, beginning November 2010 through June 2011. The parties have agreed to the following:

1. Employees subject to temporary layoff under ESSB 6503 will take an additional temporary layoff day in November 2010 and May 2011. All other employees will take eight (8) temporary layoff days between November 2010 and June 30, 2011. Temporary layoffs will be taken in whole day increments.
 - a. Employees where the office is closed or a function or service is suspended on temporary layoff days will take the temporary layoff days as designated by management.
 - b. Employees where the office is not closed or a function or service is not suspended on temporary layoff days will submit requests to their supervisor for their temporary layoff days using the same process used to request vacation leave. Management will process the request in accordance with Article 11.5 or 11.6 of the parties' 2009-2011 Collective Bargaining Agreement. For 24/7 Operations, vacation scheduling will be completed prior to scheduling temporary layoff days for the period of February through June 2011. These employees will take at least one (1) temporary layoff day each month.
 - c. For the month of November Children's Administration employees may choose to take temporary layoffs on either November 24 or 29. If work demands prevent an employee from being off on either of these days, the employee will request an alternate day in November.
2. The parties agree to waive the notification requirements of Article 34.6 B for the November 2010 temporary layoff.
3. Full-time employees with approved alternative work schedules may have the following options as long as the option meets the business and customer service needs of the agency and does not incur overtime:
 - a. Employees may elect to maintain their current work schedule.
 - b. For employees who work four (4) day ten (10) hour schedules these employees may be allowed one of the following options:

- i. Employees may be allowed to go to a five (5) day eight (8) hour schedule on the week of a temporary layoff, provided the employees declare this option within forty-eight (48) hours of receipt of their temporary layoff letter for all temporary layoff days starting in November 2010.
 - ii. Employees may request to convert their temporary layoff day to an eight (8) hour day and to work the additional two (2) hours necessary to fulfill the alternative work schedule on the other workdays during that workweek, provided the employees declare this option within forty-eight (48) hours of receipt of their temporary layoff letter for all temporary layoff days starting in November 2010.
 - c. Employees on a 9/80 alternative work schedule may request to convert their temporary layoff day to an eight hour day and to work the additional hour necessary to fulfill the alternative schedule on the workday before or the workday after, provided that is in the same workweek as the temporary layoff day, unless the employer designates a different day to meet business and customer service needs. The request must be submitted in writing to the employee's immediate supervisor within forty-eight (48) hours of receipt of their temporary layoff letter for all temporary layoff days starting in November 2010.
 - d. Nothing in this MOU precludes the agency from authorizing more frequent schedule changes.
 - e. Employees on alternate work schedules other than four (4) day ten (10) hour schedules and 9/80 schedules may request schedule changes in accordance with the provisions of the parties' 2009-2011 collective bargaining agreement.
4. The agency may issue one (1) temporary layoff letter for each employee for the entire duration of the temporary layoffs. The letter will indicate the total number of layoff days each employee will take between November 2010 and June 2011.
5. For part-time employees:
- a. Employees will be required to take the number of hours they are scheduled to work on a designated day of temporary layoff.
 - b. For purposes of determining holiday compensation, part-time employees will receive credit for those hours they would have normally worked on a day of temporary layoff.
 - c. Employees may request a schedule change as provided in the parties' 2009-2011 collective bargaining agreement.
 - d. Employees will be allowed to modify their work schedule the week of the temporary layoff so that their loss of pay is proportionate to the percentage of their position relative to full-time employment provided business and customer service needs are met as determined by the Employer.

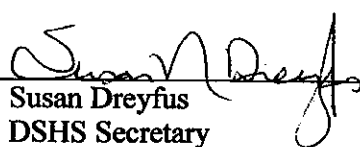

6. The parties agree that full and part-time employees' vacation leave and sick leave accrual will not be impacted because of a temporary layoff. Articles 11 and 12 of the parties' 2009-2011 collective bargaining agreement are modified to reflect this agreement.
7. Article 33 of the parties' 2009-2011 collective bargaining agreement is modified and employees' seniority dates will not be impacted because of a temporary layoff.
8. For overtime exempt employees:
 - a. Pursuant to 29 CFR §541.710(3)(b), the parties understand that during the weeks of a temporary layoff, employees designated as overtime exempt will become overtime eligible. Therefore, during the weeks of a temporary layoff, the overtime eligible provisions in the parties' 2009-2011 collective bargaining agreement will apply to overtime exempt employees.
9. The parties recognize that temporary layoffs reduce the time available for employees to complete work. Therefore, the agency will not expect employees to accomplish the same amount of work during the month of a temporary layoff that the employees accomplished during a month where no temporary layoff occurred. The agency agrees that it will not require overtime exempt employees to work extraordinary or excessive hours to make up for the hours missed as a result of the temporary layoffs. If an overtime exempt employee believes that he/she has been required to work extraordinary or excessive hours as a result of temporary layoffs, the employee is encouraged to report this issue to his or her supervisor and/or the local Human Resources Office. The agency will look into the matter and if appropriate, take action to reset priorities or reduce expectations. Similarly, overtime eligible employees may request a reset of priorities or reduced work expectations where they are not allowed to work overtime to meet workload demands. Employees shall not be denied the ability to schedule leave or take leave or be disciplined because of work left undone due to the imposed temporary layoffs.
10. Article 4 of the parties' 2009-2011 collective bargaining agreement is modified and probationary periods and trial service periods will not be extended for a day of temporary layoff.
11. For employees who have scheduled vacation leave on a temporary layoff day, the employee will be temporarily laid off on that date. If cancellation of the scheduled vacation leave on the temporary layoff day results in the employee exceeding the maximum employee accrual provided in Article 11 of the parties' 2009-2011 collective bargaining agreement, the employee will be granted another day in which to use the denied vacation as a result of the temporary layoff day.
12. Pursuant to Article 34.6 (E) of the parties' 2009-2011 collective bargaining agreement, a temporary layoff will not affect an employee's periodic increment date.
13. DSHS is implementing temporary layoffs as a part of its 6.287% across the board reduction. These compensation cost reduction efforts are an integral part of the agency's


expenditure reduction efforts. Therefore, pursuant to SB 6157 and ESSB 6503, there shall be no loss of retirement benefits in any state defined benefit retirement plan because of compensation foregone by employees who are temporarily laid off from November 2010 through June 2011 as a result of the 6.287% across the board reduction.

14. If an employee is required to respond to an emergency during the temporary layoff day, that employee will be considered exempt from the temporary layoff day for that month.
15. Management will implement a new performance evaluation system beginning in July 2011. Management will convene a workgroup, to include the Union, to give input into the redesign of the performance evaluation process. The workgroup will complete its work no later than March 31, 2011. During the development process, the agency will pend completion of performance evaluations for employees represented by the Union, unless an employee is in a specified work plan that requires a monthly review or an employee's probationary or trial service period ends during the development and implementation process.
16. Employees who work a holiday during the time of temporary layoffs (November 2010 through June 2011) will be compensated at straight time plus half, for all hours worked on the holiday, instead of their regular rate of pay plus time and a half for all hours worked on the holiday. Each holiday worked by an employee during the time of temporary layoffs will count as an offset for a temporary layoff day for that employee. Compensatory time will not be granted in lieu of cash payment for holiday hours worked during the time of temporary layoff. An unscheduled absence on a holiday will result in the appointing authority or designee designating another day in the month or the following month as the employee's temporary layoff day.
17. Employees with a full-time equivalent salary of \$2500 or less a month will be exempt from the temporary layoff unless their office or work location is closed. In the event that office or work location is closed, employees who are eligible to use leave will be allowed to use leave in the following order:
 - a. Any earned compensatory time or previously accumulated exchange time.
 - b. Any accrued vacation leave.
 - c. Personal holiday or personal leave day.
 - d. Any accrued sick leave (Article 12, Sick Leave is modified to reflect this agreement).
 - e. Leave without pay.
18. For those employees who are currently taking part in the voluntary down shifting program during the time of the temporary layoffs (November 2010 through June 2011), the temporary layoff days will be treated as one of their downshifting days.
19. If work locations are closed due to temporary layoffs, the agency will allow employees to turn on their voice mail extended absence greeting. Current twenty-four (24) hour non-emergency response requirements will be extended to forty-eight (48) hours during the entire period of the temporary layoffs (November 2010 through June 2011). This forty-

eight (48) hour non-emergency service response will also apply to internet, e-mail and fax requests for service or response.

20. The parties agree grievances in which the union alleges a safety violation resulting from the temporary layoffs (November 2010 through June 2011) will be heard in an expedited manner. Such grievances will be heard initially at Step 1 as outlined in Article 29.5 B of the 2009-2011 Collective Bargaining Agreement. If the grievance is not resolved at Step 1, the Union may move the grievance directly to Step 3 in accordance with Article 29.5 B.
21. Management and the Union agree that it will be a priority to use salary savings in addition to those budgeted, booked and are not needed for emergent and necessary expenditures, as determined by the Secretary's office, to reduce the impact of temporary layoff days. Management will meet with the Union monthly to discuss the number of temporary layoff days that can be reduced consistent with this section. Decisions made in the supplemental budget process, Governor's directives or other factors outside of the agency's control may preclude the use of these funds to reduce temporary layoffs.
22. Provisions of the parties' 2009-2011 collective bargaining agreement that are modified are only modified for the Department of Social and Health Services employees.
23. The parties understand that this Agreement only resolves the Union's demand to bargain related to the implementation of the temporary layoffs as a result of the 6.287% across the board cut.

	10/28/10		10/28/10
Susan Dreyfus	Date	Cecil Tibbetts	Date
DSHS Secretary		For the Union	

	28 Oct. 2010
Shane Esquibel	Date
For the Employer	